BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA DOCKET NO. 2013-___--C

| IN RE: |) | |
|---|---|-------------|
| |) | |
| Application of Anderson Telephone, Inc. |) | |
| for a Certificate of Public Convenience and |) | APPLICATION |
| Necessity to Provide Resold and Facilities- |) | |
| Based Local Exchange and Interexchange |) | |
| Telecommunications Services in the State of |) | |
| South Carolina, for Flexible Regulation First |) | |
| Approved in Docket No. 97-467-C and for |) | |
| Alternative Regulation First Approved in |) | |
| Docket No. 95-661-C |) | |

APPLICATION OF ANDERSON TELEPHONE, INC. FOR AUTHORITY TO PROVIDE RESOLD AND FACILITIES-BASED LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

Anderson Telephone, Inc. ("Anderson" or "Applicant"), by counsel, and pursuant to S.C. Code Ann. §58-9-280, respectfully submits this Application to the South Carolina Public Service Commission ("Commission") for a Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange and interexchange telecommunications services throughout the State of South Carolina. Anderson respectfully requests flexible regulation for its local exchange telecommunications services which the Commission first granted in Order No. 98-165 in Docket No. 97-467-C pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission. Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Finally, Anderson further requests, pursuant to R. 103-601(3) of the Commission's

rules, that the Commission waive the application of certain Commission rules to Anderson, as outlined below.

In support of its Application, Anderson respectfully submits the following information and documentation:

1. The name, address, telephone and facsimile numbers of the Applicant are:

Anderson Telephone, Inc. 3300 Main Street, Ste. D-191 Anderson, SC 29621-4128 Telephone: (855) 864-7060 Facsimile: (855) 864-7061

2. All correspondence, notices, inquiries, and other communications regarding this application should be addressed to:

Jeremy C. Hodges, Esquire Nelson Mullins Riley & Scarborough LLP 1320 Main Street Meridian, 17th Floor Columbia, SC 29201 Telephone: (803) 255-9766

Facsimile: (803) 256-7500

and

Thomas F. Bardo, Esquire Nelson Mullins Riley & Scarborough LLP 101 Constitution Avenue, NW, Suite 900 Washington, DC 20001

Telephone: (202) 712-2817 Facsimile: (202) 712-2839

3. Contact person regarding ongoing operations of the Applicant is:

Mark Bown, Executive Vice President Anderson Telephone, Inc. 3300 Main Street, Ste. D-191 Anderson, SC 29621-4128 Telephone: (855) 864-7060

Facsimile: (855) 864-7061

4. Description of Applicant

Anderson is a corporation organized under the laws of the State of South Carolina. Anderson's principal place of business is in Anderson, South Carolina. Anderson is a start-up telecommunications provider. The Company's President is Thomas Hadden, and its other officers are: Mark Bown (Executive Vice President); Cathryn Zygadlo (Secretary); Everett Hadden (Treasurer); and Terri Rose (Officer). Together, the individuals of this executive board also own Carrboro Telephone, Inc. and Kinloch Telephone, Inc. Both companies are seeking certificates of authority to provide telecommunications services in North Carolina and Georgia, respectively. Four of the five officers (Thomas Hadden, Mark Bown, Cathryn Zygadlo, and Everett Hadden) together own and manage Tandem Telephone, Inc., a certificated and operational telecommunications provider in Georgia. Copies of Anderson's Articles of Incorporation and Certificate of Existence are attached as Exhibit 1.

5. Customer Service and Billing

Anderson recognizes the importance of effective customer service. Customer service representatives are available from 8:00 AM to 5:00 PM Central Standard Time by calling 1-855-864-7060. Messages may be left for customer services from 5:01 PM to 7:59 AM CST. Messages will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case customer service staff may be paged.

Anderson will bill customers directly for its services. Customer billing conducted by the Applicant will comply with Commission Rule 103-622. Customers with inquiries or complaints may call the Applicant at its customer service telephone number.

6. Financial Ability

Anderson possesses the financial qualifications required for issuance of the requested Certificate of Public Convenience and Necessity. Anderson is a start-up company and does not have financial statements for the past twelve months. Anderson will be relying on the financial backing of TNE Global Telecom, LLC (TNE), and Tandem Telephone, Inc. (Tandem). As evidence of its capacity to render the proposed services, the financial statements of TNE and Tandem are attached as Exhibit 2. Applicant submits these financial statements under seal and respectfully requests confidential treatment of such financial statements through its Motion for Protective Treatment filed concurrently with this Application. TNE and Tandem have sufficient capital on hand to support Anderson's commencement of operations in South Carolina.

7. Managerial and Technical Ability

Anderson is technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. The senior management of Anderson has extensive experience in the provision of telecommunications services. Biographies outlining the technical and managerial experience of Anderson's key personnel are provided in Exhibit 3. These biographies reflect that Anderson possesses significant expertise for operating a telecommunications company. In addition to the senior management, Anderson has highly qualified technical personnel to ensure that Anderson's operations will meet demanding standards for service quality and reliability.

8. Description of Services Offered and Proposed Service Territory

Anderson seeks authority to provide facilities-based and resold nondominant interexchange services and local exchange services (hereinafter referred to as "Services") to customers throughout the State of South Carolina. Applicant proposes to provide these Services

through a combination of its own facilities and facilities to be leased from a variety of telecommunications carriers. Copies of Anderson's proposed local exchange and long distance tariffs are attached as Exhibits 4 and 5.

Anderson is well-qualified to provide telecommunications Services in South Carolina. Applicant's affiliate, Tandem Telephone, LLC, currently offers a variety of telecommunications services in Georgia. Additionally, Applicant's affiliates, Carrboro Telephone, Inc. and Kinloch Telephone, Inc. are also seeking certification in North Carolina and Georgia, respectively. Neither Applicant nor any of its affiliates has been denied authority for any of the Services for which it seeks authority in this Application.

9. Public Interest and Need

The granting of Anderson's Application is consistent with S.C. Code Ann. §58-9-280(B), and, in that regard, Anderson makes the following representations to the Commission:

- a. Anderson possesses the requisite technical, financial, and managerial resources sufficient to provide the Services requested;
- b. Anderson's Services will meet service standards required by the Commission;
- c. The provision of Services by Anderson will not adversely impact the availability of affordable telecommunications service;
- d. Anderson, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and
- e. The provision of the Services by Anderson will not adversely impact the public interest. The grant of Anderson's Application for a Certificate of Public Convenience and Necessity to provide the Services described within this Application is in the public interest and will serve the public convenience and necessity. The public interest will be served by expanding the availability of competitive telecommunications services and enhanced telecommunications infrastructure in the State of South Carolina, thereby facilitating economic development. Authorizing Anderson to enter the telecommunications service market will increase the

competitive choices available, and in turn create incentives for all carriers to lower prices, provide new and better quality services, and be more responsive to customer issues and demands.

10. Marketing

Anderson will market its Services through word of mouth and through the efforts of salespersons familiar with the telephone industry.

11. Waivers and Regulatory Compliance

Anderson requests that, pursuant to Rule 103-601(3), the Commission grant it a waiver of those regulatory requirements that are inapplicable to Anderson's Services. Specifically, Anderson requests a waiver of the following Commission Rules:

- Rule 103-611: to the extent this regulation requires the use of the FCC's Uniform System of Accounts ("USOA"). Because Anderson is a privately-held, competitive carrier without market power and exempt from the USOA, it would be burdensome and unnecessary to require it to comply with this Rule. Anderson maintains its books and records in accordance with the Generally Accepted Accounting Principles ("GAAP"), and asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate operations.
- Applicant requests that it not be required to publish local exchange directories. Applicant will make arrangements with the incumbent local exchange carriers ("ILECs") whereby the names of Applicant's customers will be included in the directories published by the ILECs. These directories will be distributed to Applicant's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Applicant and the ILECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the Applicant to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the ILECs. It is more efficient for Applicant to simply include its customer list in the existing directories of the ILECs.

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¹ S.C. CODE REGS. §103-601(3) ("In any case where compliance with any of these rules and regulations introduces unusual difficulty or where circumstances indicate that a waiver of one or more rules or regulations is otherwise appropriate, such rule or regulation may be waived by the Commission upon a finding by the Commission that such a waiver is not contrary to the public interest.")

• Applicant finally requests waivers of any reporting requirements which are not applicable to competitive providers such as Applicant because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

Such waivers have previously been granted under similar circumstances, and Anderson respectfully requests that the Commission similarly grant the above waivers in the context of this Application. Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the state's local exchange and resale market.

12. Flexible Regulation of Local Exchange Services

Anderson requests flexible regulation for its local exchange telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C. In the Order, the Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of the tariff filing, and that any tariff filings would be subject to the same monitoring process as other similar local exchange carriers. Anderson submits that as a competitive provider of local exchange telecommunications services, it should be subject to regulatory constraints no more stringent than those imposed in Docket No. 97-467-C. Anderson respectfully requests that its local exchange tariff filings be regulated pursuant to this form of flexible regulation.

13. Alternative Regulation of Business Service Offerings

Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as

this Commission has permitted for AT&T Communications of the Southern States, Inc. ("AT&T"). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, consumer card, operator service, 2 private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing³; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

CONCLUSION

This Application demonstrates that Anderson possesses the requisite technical, financial and managerial qualifications to provide the Services throughout the State of South Carolina. Further, granting this Application for a Certificate of Public Convenience and Necessity will promote the public interest, convenience and necessity, and meet pertinent legal and regulatory requirements for such applications.

WHEREFORE, Anderson respectfully requests that the Commission issue it a Certificate of Public Convenience and Necessity to provide the Services, as proposed herein and set forth in the attached tariffs. Anderson also requests that the Commission regulate its local exchange services in accordance with the principles and procedures established in Order No. 98-165 in Docket No. 97-467-C, regulate its business interexchange service offerings pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No.

² Except for those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Commission Order No. 2001-997, dated November 8, 2001.

³ However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission.

95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C, grant the waiver requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

Jeremy C. Hodges, Esquire

Nelson Mullins Riley & Scarborough LLP

1320 Main Street

Meridian, 17th Floor

Columbia, SC 29201

(803) 255-9766

and

Thomas F. Bardo, Esquire

Nelson Mullins Riley & Scarborough LLP

101 Constitution Avenue, NW

Suite 900

Washington, DC 20001

(202) 712-2817

Counsel for Anderson Telephone, Inc.

June 28, 2013 Columbia, South Carolina

EXHIBIT 1

Anderson Telephone, Inc.
Articles of Incorporation and Certificate of Existence

STATE OF SOUTH CAROLINA SECRETARY OF STATE

NOV 0 1 2012

ARTICLES OF INCORPORATION

- 1. NAME. The name of the corporation is; Anderson Telephone, Ingentary of State of South Carolina
- 2. OFFICE AND AGENT. The registered office of the corporation is at 2 Office Park Court, Suite 103 Columbia SC 29223, and the registered agent at such address is CT Corporation System.

I hereby consent to the appointment as registered agent of the corporation:

/s/ CT Corporation System

3. STOCK. The corporation is authorized to issue one class of stock as follows:

Class of Shares

Authorized Number

Common Stock

100,000

The corporation's shares of common stock shall have no par value.

- **4. PREEMPTIVE RIGHTS.** The corporation elects not to have preemptive rights. No shareholder shall be entitled to preemptive rights, and no shares of stock of any class issued by the corporation shall be subject to any preemptive rights. The corporation, however, may grant preemptive rights, or similar rights, by contract.
- 5. CUMULATIVE VOTING. The corporation elects not to have cumulative voting. No shareholder shall be entitled to vote cumulatively for the election of directors (or any other decision), and no shares of stock of any class issued by the corporation may be cumulatively voted for the election of directors (or any other decision).
- 6. DIRECTOR IMMUNITY. To the maximum extent permitted by § 33-2-102(e) of the Act or any subsequent provision of like tenor and import, the directors of the corporation shall not have personal liability to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. This provision shall eliminate or limit the liability of a director of the corporation to the maximum extent permitted from time to time by the Act or any successor law or laws. Any repeal or modification of the foregoing protection by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.
- 7. EVALUATION OF OFFERS. The Board of Directors, when evaluating any offer by another party to (i) make a tender or exchange offer for any equity security of the corporation outside of the ordinary course of business, (ii) merge or consolidate the corporation with any other

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nd South Carolina Secretary of State

Mark Hammond

corporation, (iii) purchase or otherwise acquire all or substantially all of the properties and assets of the corporation, or (iv) undertake any similar extraordinary corporation transaction with the corporation, may in its discretion, in connection with the exercise of its judgment in determining what is in the best interests of the corporation and its shareholders, give due consideration to: (a) all relevant factors, including without limitation the social, legal, and economic effects on the employees, customers, suppliers, and other constituencies of the corporation and its subsidiaries, on the communities and geographical areas in which the corporation and its subsidiaries operate or are located, and on any of the businesses and properties of the corporation or any of its subsidiaries, as well as such other factors as the directors deem relevant; and (b) all features of the consideration being offered, not only in relation to the then current market price for the corporation's outstanding shares of capital stock, but also in relation to the then current value of the corporation in a freely negotiated transaction and in relation to the Board of Directors' estimate of the future value of the corporation (including the unrealized value of its properties and assets) as an independent going concern.

8. INCORPORATOR. The name, address and signature of the incorporator are as follows:

NAME

ADDRESS

Thomas H. Hadden

5016 Spedale Court, #304 Spring Hill, TN 37174

9. CERTIFICATION. I, Gary L. Capps, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Section 33-2-102 of the 1976 South Carolina Code, as amended, relating to the articles of incorporation.

Date: (2012)

Gary L. Capps, Esquire

Nelson Mullins Riley & Scarborough, LLP

1320 Main Street, 17th Floor

Columbia, SC 29201

~#4821-2019-4056 v.1~

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ANDERSON TELEPHONE, INC.,

a corporation duly organized under the laws of the State of South Carolina on November 1st, 2012, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 1st day of November, 2012.

Mark Hammond, Secretary of State

EXHIBIT 2

Financial Statements of TNE Global Telecom, LLC and Tandem Telephone, Inc.

REDACTED - FILED UNDER SEAL

EXHIBIT 3

Biographies of Anderson Telephone, Inc.'s Key Personnel

Biographies of Anderson Telephone, Inc.'s Key Personnel

Thomas H. Hadden, President and CEO

As president of Anderson Telephone, Inc., Thomas Hadden brings more than twenty-one years' experience in designing, developing and marketing telecommunications, VoIP, wide-area networking and storage management products.

Prior to starting Anderson Telephone, Inc. Mr. Hadden served as Chairman of the Board and CEO for Tandem Telephone, Inc., a Georgia based CLEC in Hartwell, GA. Mr. Hadden also co-founded TNE Global Telecom, LLC, and Tandem Designs, LLC, both of which have been operating for seven years, offering VoIP, SS7, SMS/800, LNP, and billing services. TNE Global Telecom, LLC has some of the largest VoIP customers in the United States running on its equipment and network in Atlanta, GA. This telecommunications network was designed by Mr. Hadden. Tandem Designs, LLC has a telecommunication billing system capable of importing call detail records from many different telecommunication switches, and exporting to standards such as EMI for export to carrier access billing ("CABs").

During the 1999 to 2002 period, Mr. Hadden served as the Chief Network Officer for Universal Access "UAXS," which went public in 2000. During this period, Universal Access built-out 12 carrier collocation sites and completed CLEC status in six States. Mr. Hadden was responsible for all carrier interconnections, collocation, network operations, network monitoring and 24 x 7 network operations center ("NOC").

Prior to Universal Access, Inc., Mr. Hadden was President of Vaultline, Inc. located in the Bay Area of California. Vaultline was one of the first un-regulated carriers to operate a OC48 SONET ring around the entire Bay Area in California with what was Pacific Bell at that time.

Mr. Hadden also co-founded Synergistic Networking Solutions, Inc. in 1993, a software developing company providing OEMs with innovative storage management software capable of modular data storage from the desktop environment.

As manager of Intel's application-specific servers and network products, Mr. Hadden was responsible for assessing market needs and employing strategic product development. While with Tecmar, Inc., a data storage and communications product manufacturer, Mr. Hadden developed a series of products, including the entire line of ProLine tape backup systems and ProServe software.

Recognized as an expert in network disaster prevention and recovery, Mr. Hadden worked with NASA at its headquarters building in Cocoa Beach, Florida, on networking facilities prior to the test bed for pre-launch Shuttle sequencing. Mr. Hadden also served as technical editor for Patrick H. Corrigan's Backing Up NetWare Lans (M&T Books), and has had articles published in LAN Times, LAN Technology, NetWare Technical Journal, Computer

Technology Review and Computing Canada. Additionally, he has spoken publicly at trade events such as Interop, NetWorld, Networks Expo and PC Expo.

Everett M. Hadden, Treasurer

Mr. Hadden has been involved in multiple start-up communications companies over the last 16 years. Mr. Hadden was one of the Board Members and co-founders for Vaultline, Inc. in California. Vaultline partnered with Pacific Bell to deliver one of the first VoIP and IP OC48 Sonet rings around the San Francisco Bay.

Prior to starting Anderson Telephone, Inc., Mr. Hadden co-founded TNE Global Telecom, LLC, and Tandem Designs, LLC, both of which have been operating for seven years, offering VoIP, SS7, SMS/800, LNP, and billing services. TNE Global Telecom, LLC has some of the largest VoIP customers in the United States running on its equipment and network in Atlanta, GA. This telecommunications network was designed by Mr. Hadden. Tandem Designs, LLC has a telecommunications billing system capable of importing call detail records from many different telecommunication switches, and exporting to standards such as EMI for export to carrier access billing ("CABs").

Cathryn M. Zygadlo, Secretary

As VP of Operations, Ms. Zygadlo is responsible for overseeing the day-to-day operations for the company. Ms. Zygadlo is also responsible for managing a staff of project managers to complete projects while maintaining communications with both vendors and customers. Ms. Zygadlo will be coordinating with vendors, customers and management to ensure Anderson Telephone, Inc.'s services meet or exceed customer expectations while carefully managing all cost aspects. Ms. Zygadlo will also provide support to the sales and accounting areas.

Prior to starting Anderson Telephone, Inc., Ms. Zygadlo co-founded TNE Global Telecom, LLC, and Tandem Designs, LLC, both of which have been operating for seven years, offering VoIP, SS7, SMS/800, LNP, and billing services. TNE Global Telecom, LLC has some of the largest VoIP customers in the United States running on its equipment and network in Atlanta, Ga. While building TNE Global Telecom, LLC and Tandem Designs, LLC, Ms. Zygadlo worked with vendors on circuit delivery, 24 x 7 network operations, billing design management, and managed customer expectations. Tandem Designs, LLC developed a telecommunications billing system capable of importing call detail records from many different telecommunication switches, and exporting to standards such as EMI for export to carrier access billing ("CABs").

Prior to TNE Global Telecom, LLC and Tandem Designs, LLC, Ms. Zygadlo worked for iNetworks where she was the Director of Operations. Ms. Zygadlo managed the staff and coordinated all reporting activities. Ms. Zygadlo designed the internal processes for iNetworks and managed the installation of over 100 million dollars in circuits monthly while maintaining strict Government specifications.

Ms. Zygadlo was VP of Operations in charge of all provisioning, design, installation and customer satisfaction staff at Universal Access, Inc. Ms. Zygadlo was the 7th employee for Universal Access and helped grow the business into a multimillion dollar public company. Ms. Zygadlo was also responsible for integration of multiple software company purchases, producing Universal Access, Inc.'s first pricing and tariff management software.

Ms. Zygadlo has been working in telecommunication operations for 19 years for the following companies:

- ❖ USN Communications Director, Customer Support 1994 through 1996
- ❖ Universal Access VP Operations 1996 through 2007
- ❖ INetworks Director of Operations 2007 through 2009
- ❖ TNE Global, LLC VP Operations 2009 through Current

Mark Bown, Executive Vice President

Mark Bown was one of the Chief Architects with Mr. Hadden at Vaultline in the San Francisco Bay Area of California. Mr. Bown also serves as a network consultant to Tandem Telephone Inc., where he helps design and maintain the current fiber network and switching equipment. Mr. Bown has continued through the years to expand on his expertise and currently is a CCNE (Cisco Certified Network Engineer). He will continue to work with the new CLEC on design and deployment of its network infrastructure primarily used in the provision of VoIP service to customers. He will also be involved with Ms. Zygadlo and Thomas Hadden in the continued expansion of the SS7 network to targeted tandems for interconnection to ILECs and IXCs. His previous experience in the telecommunications industry includes the following:

UFA

Director Technical Analyst /Network Development 2007 -2008

- Designed and implemented the IT infrastructure for the new 5 story UFA head office
- Designed and implemented all the IT infrastructure for over 20 retail stores and gas stations
- Redesigned the Red Deer UFA Farm store, converting from a single store to a four building campus
- Implemented a complete Nortel VoIP telephone system replacing the older analog systems.
- Redesigned UFA's internal network, segmenting essential network elements and creating a secure environment
- Cleaned up 7 major security holes, establishing a clean network with VPN access
- Created a template system for new builds giving UFA IT standards for network and building structure

- Converted the static routing structure to a EIGRP and BGP setup
- Migrated over 60 56k frame relay connection to ADSL with minimal down time
- Created a mobile networking package that allowed UFA to utilize EVDO in order to act as an emergency network connection as well as to provide connection to sites that would not meet UFA required install date by the local Telco

MTS Allstream

Sr. Network Consultant 2006-2007

- Evaluated and redesigned over 40 Customer LAN/WAN
- Sr. Fault Isolation Specialist for Allstream's Cisco Clients
- Installed and maintained many cross country connections from Canada to USA
- Installed Cisco ASAs, Cisco NAC, and other security appliances

GDC/Layer One Networking Consultant 2004-2006

- Acquired 7 /20, 2 /19 IP blocks, established 12 Organization IDs, from ARIN for GDC
- Created 6 major networks with intricate BGP routing policies over multiple ISPs
- Documented and analyzed 27 networks, correcting and improving each design
- Managed routing policy for 14 independent networks with a total of 31 ISPs
- Restructured over 20 network routing systems

Optigate Networks Director of Engineering 2000–2004

- Acquired 2 /18, 3 /19, and 5 /20 IP blocks from ARIN for Optigate and its customers
- Directed and coordinated all internet connectivity for InterOpt Show in Las Vegas for 2003 and 2004
- Developed a voice TDM and IP Department for International VOIP wholesale

- Established peering with over 135 peers to reduce transit cost by 50%
- Acquired the routing appliances to streamline routing through our lower cost transit providers
- Acted as lead Engineer for the Wireless Department
- Held training classes for technicians on everything from cabling to BGP
- Helped develop the Abuse Department for spam complaints
- Developed a network routing structure for internal routes with the Optigate Atominus System Using BGP4 and OSPF as the catalyst
- Started the deployment of Cisco routers around the nation and established BGP4 routing policies to be used with other Atominus Systems Nationally
- Identified many BGP4 Routing problems on the network and reduced traffic to a provider that was incorrectly billing the company for transit
- Created networking and system standards for the company in the form of white papers and procedures
- Implemented a monitoring system via MRTG, Nagios, and Big Brother
- Network documentation and development for internal and customers use

Co-Designed and oversaw construction of the First A-Class data facility in Jakarta, Indonesia

Globix Corp. Sr. Network Engineer 1999–2000

- Backbone network fault isolation, specializing in ATM and BGP
- Implemented the solution to provide DS1, fractional DS1, and frame relay from all of our worldwide locations via ATM(BPX,IGX)
- Wrote the instructional documentation to support installation and maintenance of all ATM circuits
- Reduced our cost on all Cisco equipment by 4 points, establishing a strong relationship between us and a new Cisco reseller
- Network documentation and development for internal use and customers

Digital Island Inc. Network Engineer 1998–1999

- Project Coordination of customer installation, and International Data Center build-outs
- Customer and peer BGP turn up and route maintenance
- Data Center build-out, overseeing rack and room layout, cable installation, carrier facility installation, as well as dealing with local contractors and unions
- Helped design and implement new data facility in the Docklands of London, England
- Network product research and acquisition, and supplier relations
- Writing network documentation and instructional teaching aids on procedures as well as hardware installation

Vaultline Inc. Chief Development Engineer 1997–1998

- In charge of maintaining levels of standards for all OC carrier connections pertaining to Stratacom BPX ATM switch and Cisco routers
- Acquired a /16 from ARIN and maintained all IP records
- Created procedures with the management staff for all technical and customer relation pertaining to Vaultline's network
- Researched new way to better network's efficiency and/or our customer's network efficiency
- Installed and maintained DS1, DS3, OC3 and OC12 circuits
- Designed networks and recommended products for our customers
- Project lead on the building of a complete network collocation facility, including power, air conditioning, data cabling, fiber installations, room layouts, and general construction

EXHIBIT 4

Anderson Telephone, Inc.
Illustrative South Carolina Local Exchange
Telecommunications Tariff

TITLE SHEET

SOUTH CAROLINA LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Telecommunications Services by Anderson Telephone, Inc. with principal offices at 3300 Main Street, Ste. D-191, Anderson, SC 29621-4128. This tariff applies to services furnished within the state of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the company's principal place of business. Anderson Telephone, Inc. can be reached at (855) 864-7060.

Issued Effective:

By:

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers None

Issued

Effective:

By:

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

| Sheet | Revision | Sheet | Revision |
|--------|------------|-------|----------|
| 1 | Original * | | |
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By:

Mark Bown, Executive Vice President Anderson Telephone, Inc. 3300 Main Street, Ste. D-191 Anderson, SC 29621-4128

South Carolina PSC Tariff No. 1

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1 2.1.1 2.1.1.A 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a)I.(i)(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (*i.e.*; the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from another Tariff Location
- (N) New
- (R) Change resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation, but no change in Rate or Charge

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

The Company - Used throughout this tariff to mean Anderson Telephone, Inc.

<u>Access Line</u> - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Account Code - A numerical code, one or more of which are assigned to a customer to enable the Company to identify use of service on his account and to bill the customer accordingly for such service. Multiple account codes may be assigned to a customer to identify individual users or groups of users on his account.

Advance Payment - Part or all of a payment required before the start of service.

<u>Alternate Billing</u> - Payment arrangements for calls completed over the Company's network which are other than those billed directly by the Company to the originating line.

<u>Authorized User</u> - A person, firm, corporation, or other entity authorized by the customer to receive or send communications over the Company's network.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

<u>Common Carrier</u> - A company or entity providing telecommunications services to the public.

<u>Customer</u> - The person, firm, corporation, or other entity that orders and/or utilizes telecommunications services from the Company. The Subscriber is the Customer in cases of presubscribed direct-billed service and exchange access service, whereas the End User is the Customer when alternative billing methods are chosen.

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By:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1. Definitions (Continued)

<u>Customer Provided Equipment</u> - Terminal equipment, as defined herein, provided by a customer.

<u>Direct Billing</u> - Payment arrangements for calls completed over the Company's network which are billed on a regular basis to the billing telephone number associated with the originating telephone number(s).

<u>Exchange Access Service</u> - Switched or Special Access to the Company's network by any Interconnecting Carrier for the purpose of originating or terminating communications.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

<u>End User</u> - The calling or called party using the services of the Company and therefore responsible for the associated charges.

<u>Facility</u> - Trunks, lines or other transmission media by which a common carrier originates and/or terminates interexchange messages to and/or from the exchange access network of the Company.

<u>Holidays</u> - the Company's recognized holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Message Toll Service Charge - An incremental or measured charge assessed to the Customer on a call where such increment reflects a measure of the call's duration, such as one minute, six seconds, three minutes etc.

ORS - The South Carolina Office of Regulatory Staff.

PIU - Percent Interstate Usage

<u>Premises</u> - The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1. Definitions (Continued)

<u>Service Agreement</u> - A standard order form that includes all pertinent billing, technical, and other descriptive information pertaining to the Customer that will enable the Company to provide the communication service as required.

<u>Special Access Service</u> - Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

<u>Subscriber</u> - The person or legal entity that enters into direct billing arrangements for the Company's telecommunications services.

<u>Switched Access Service</u> - Access to the switched network of the Company for the purpose of originating or terminating communications.

<u>Telecommunications</u> - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, or other similar communications.

<u>Time of Day</u> - Day, as referred to in this tariff, shall mean 8:00 A.M. until 4:59 P.M., Monday through Friday; Evening shall refer to 5:00 P.M. until 10:59 P.M., Sunday through Friday, and all day on the Company recognized Holidays; Night/Weekend shall refer to 11:00 P.M. until 7:59 A.M., Sunday through Friday, all day Saturday, and from 12:00 A.M. until 4:59 P.M. Sunday, unless otherwise stated herein.

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SECTION 2 – RULES AND REGULATIONS

2.1. <u>Undertaking of the Company</u>

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Company for telecommunications between points within the State of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company.

Additionally, Company shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of South Carolina.

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, LLC d/b/a AT&T South Carolina.

The Company concurs with the maps and legal descriptions filed with the Commission by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina.

- 2.1.1. The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.
- 2.1.2. The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.3. The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service as necessitated by conditions beyond its control without limitation; including lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying carrier's offerings; or when use of service becomes or is in violation of the law or the provisions of this tariff.

Issued Effective:

SECTION 2 – RULES AND REGULATIONS (Continued)

2.2 Use of Services

- 2.2.1. Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2. The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3. The use of Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5. The Company does not transmit messages, but the Company's services may be used for that purpose.
- 2.2.6. The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7. Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8. The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3. Liability of the Company

- 2.3.1. The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3. No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4. The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5. The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6. The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7. The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose.

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Effective:

SECTION 2 – RULES AND REGULATIONS (Continued)

2.4. Responsibilities of the Customer

- 2.4.1. The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3. The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5. Cancellation or Interruption of Services

- 2.5.1. Without incurring liability, upon five (5) working days written notice to the Customer, where a 'working day' is defined as any day on which the Company's business office is open and U. S. Mail is delivered, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A. For non-payment of any regulated sum due the Company for more than twenty-two (22) days after issuance of the bill for the amount due,
 - 2.5.1.B. For violation of any of the provisions of this tariff,
 - 2.5.1.C. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D. By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and the Company's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3. The Customer may terminate service upon five (5) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

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2.6. Credit Allowance

The Customer will receive credit for service interruption beginning when the customer reports the interruption to the Company's Customer Service Department and ending when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.

2.7. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8. Deposit

The Company does not require deposits.

2.9. Payment and Billing

- 2.9.1. Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.
- 2.9.2. The Customer is responsible for payment of all charges furnished to the customer. Recurring charges are billed in advance. Usage and other non-recurring charges are billed in arrears. The initial billing may, at the Company's option, also include one month's estimated usage during a month billed in advance.
- 2.9.3. All bills are presumed accurate and shall be binding on the Customer unless objection is received by the Company either orally or in writing.

2.10. Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

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2.11. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

3300 Main Street, Ste. D-191 Anderson, SC 29621-4128 (855) 864-7060

Any objection to billed charges should be reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to Company error, the Company shall pay any interest on the amount over-billed.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

South Carolina Office of Regulatory Staff Consumer Services Division 1401 Main Street, Suite 900 Columbia, SC 29201 1-800-922-1531

2.12. Taxes

All federal, state and local taxes, assessments, surcharges and fees, including sales taxes, use taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein.

2.13. Late Charge

A maximum of one and one half percent (1 ½%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty.

Issued Effective:

SECTION 3 - DESCRIPTION OF SERVICE

3.1. <u>Computation of Charges</u>

The total monthly charge for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

3.2. Timing of Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. A call is terminated when the switch determines the calling party hangs up.

3.3. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are published in the Local Exchange Routing Guide by Telcordia.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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Effective:

SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.4. <u>General Description of the Company's Local and Long Distance Communications</u> Services

3.4.1. Local Exchange Service

Local exchange service offered by the Company refers to the ability to make and receive telephone calls within the Customer's Local Calling Area as defined hereunder. Local exchange service, unless otherwise stated on a product-specific basis, also provides the customer access to operator services, directory assistance, interexchange carrier networks, and emergency service networks such as 911.

3.4.2. <u>Custom Calling Features</u>

In addition to Local Exchange Service as described above in 3.4.1., the Company may offer the following Custom Calling Features and services, subject to availability:

Call Waiting
Call Forwarding

Remote Access to Call Forwarding

Three-Way Calling

Speed Calling Call Blocker

Priority Call Call Return Auto Redial Call Trace Caller ID

Anonymous Call Rejection

Call Waiting ID

Call Transfer Disconnect Originating Line Screening

900/976 Blocking Toll Blocking Answer Supervision

3.4.3. Special Promotional Offerings

From time to time the Company may provide certain special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. The Company will notify the PSC and ORS of the promotional offerings via transmittal letter.

Issued

Effective:

SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.4. <u>General Description of the Company's Local and Long Distance Communications Services (continued)</u>

3.4.4. Discount Plans

The Company's services may be offered in conjunction with certain volume discount plans, which are based upon the Customer's total billed usage of the Company's network, or provided in exchange for certain network term commitments, or other stipulated conditions which may be described herein. Volume discount stages are determined by total dollar usage billed to an end user receiving such discount, including interstate and international usage. Recurring monthly charges, set up fees, installation costs or other such costs not directly applicable to the actual transmission of interexchange communications are not included in the volume discount, unless otherwise specified herein. Network term commitments refer to discounted usage charges that may be offered in consideration of certain contractual obligations regarding the Customer's service period. These discounts are non-transferable and do not necessarily apply to additional services as may be requested by the Customer beyond the terms of the discounted commitment. Discounts as described in this tariff apply only to those services described in this tariff.

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SECTION 4 – CURRENT RATES

4.1. <u>Local Exchange Service</u>

| | _ | | | |
|--------|---------------------------|-------|----------------------------------|-----------------|
| 4.1.1. | Monthly Recurring Charges | | Monthly Rate | |
| | 4.1.1.A. | Busi | ness | • |
| | | 1. | Basic | \$29.00 |
| | | 2. | Enhanced | \$39.00 |
| | | 3. | Unlimited | \$49.00 |
| | 4.1.1.B | Cust | omer Owned Pay Telephone Service | |
| | | 1. | Basic | \$26.00 |
| 4.1.2. | Local Ex | chang | e Service Non-Recurring Charges | One Time Charge |
| | | 1. | Installation – Business | \$50.00 |
| | | 2. | Installation – Pay Telephone | \$50.00 |
| | | 3. | Move – Business | \$50.00 |
| | | 4. | Move – Pay Telephone | \$50.00 |
| | | 5. | Restore – Business | \$30.00 |
| | | 6. | Restore – Pay Telephone | \$30.00 |

Issued Effective:

SECTION 4 – CURRENT RATES (Continued)

4.2. <u>Custom Calling Features</u>

4.2.1. Monthly Recurring Charges

| | Commercial | |
|---|------------|-------------|
| SERVICE | Business | Residential |
| Call Waiting | \$6.00 | \$6.00 |
| Call Forwarding | \$6.00 | \$6.00 |
| Selective Call Forwarding | \$6.00 | \$6.00 |
| Simultaneous Call | | |
| Forwarding | \$6.00 | \$6.00 |
| Call Forwarding - Busy Line Call Forwarding - No | \$6.00 | \$6.00 |
| Answer | \$6.00 | \$6.00 |
| Call Forwarding - Busy/No | | |
| Answer | \$6.00 | \$6.00 |
| Remote Access to Call | | |
| Forwarding | \$6.00 | \$6.00 |
| Three Way Calling | \$6.00 | \$6.00 |
| Speed Calling - 8 | \$6.00 | \$6.00 |
| Speed Calling - 30 | \$6.00 | \$6.00 |
| Call Blocker | \$6.00 | \$6.00 |
| Priority Call | \$6.00 | \$6.00 |
| Call Return | \$6.00 | \$6.00 |
| Auto Redial | \$6.00 | \$6.00 |
| Call Trace | \$6.00 | \$6.00 |
| Caller ID | \$6.00 | \$6.00 |
| Calling Number Delivery | \$6.00 | \$6.00 |
| Calling Name Delivery | \$6.00 | \$6.00 |
| Calling Name & Number | | |
| Delivery | \$6.00 | \$6.00 |
| Anonymous Call Rejection | \$6.00 | \$6.00 |
| Call Waiting ID Options | \$6.00 | \$6.00 |
| Call Transfer Disconnect | \$6.00 | \$6.00 |
| Originating Line Screening | \$6.00 | \$6.00 |
| 900/976 Blocking | \$6.00 | \$6.00 |
| Toll Blocking | \$6.00 | \$6.00 |
| | | Effective: |

By:

Issued

Mark Bown, Executive Vice President Anderson Telephone, Inc. 3300 Main Street, Ste. D-191 Anderson, SC 29621-4128

South Carolina PSC Tariff No. 1

Answer Supervision

\$6.00

\$6.00

SECTION 4 – CURRENT RATES (Continued)

- 4.2. <u>Custom Calling Features</u>
 - 4.2.2. Non-Recurring Charges Installation, per feature: \$15.00

<u>Issued</u>

Effective:

By:

Mark Bown, Executive Vice President Anderson Telephone, Inc. 3300 Main Street, Ste. D-191 Anderson, SC 29621-4128

SECTION 5 - MAXIMUM RATES

- 5.1. <u>Local Exchange Service</u>
 - 5.1.1. Monthly Recurring Charges Monthly Rate
 - 5.1.1.A. Business
 - 1. Basic \$58.00
 - 2. Enhanced \$78.00
 - 3. Unlimited \$98.00
 - 5.1.2. Local Exchange Service Non-Recurring Charges One Time Charge
 - 1. Installation Business \$100.00
 - 2. Installation Pay Telephone \$100.00
 - 3. Move Business \$100.00
 - 4. Move Pay Telephone \$100.00
 - 5. Restore Business \$60.00
 - 6. Restore Pay Telephone \$60.00

Issued

Effective:

SECTION 5 – MAXIMUM RATES (Continued)

5.2. <u>Custom Calling Features</u>

5.2.1. Monthly Recurring Charges

| SERVICE | Business | Residential |
|-----------------------------|----------|-------------|
| Call Waiting | \$12.00 | \$12.00 |
| Call Forwarding | \$12.00 | \$12.00 |
| Selective Call Forwarding | \$12.00 | \$12.00 |
| Simultaneous Call | | |
| Forwarding | \$12.00 | \$12.00 |
| Call Forwarding - Busy Line | \$12.00 | \$12.00 |
| Call Forwarding - No Answer | \$12.00 | \$12.00 |
| Call Forwarding - Busy/No | | |
| Answer | \$12.00 | \$12.00 |
| Remote Access to Call | | |
| Forwarding | \$12.00 | \$12.00 |
| Three Way Calling | \$12.00 | \$12.00 |
| Speed Calling - 8 | \$12.00 | \$12.00 |
| Speed Calling - 30 | \$12.00 | \$12.00 |
| Call Blocker | \$12.00 | \$12.00 |
| Priority Call | \$12.00 | \$12.00 |
| Call Return | \$12.00 | \$12.00 |
| Auto Redial | \$12.00 | \$12.00 |
| Call Trace | \$12.00 | \$12.00 |
| Caller ID | \$12.00 | \$12.00 |
| Calling Number Delivery | \$12.00 | \$12.00 |
| Calling Name Delivery | \$12.00 | \$12.00 |
| Calling Name & Number | | |
| Delivery | \$12.00 | \$12.00 |
| Anonymous Call Rejection | \$12.00 | \$12.00 |
| Call Waiting ID Options | \$12.00 | \$12.00 |
| Call Transfer Disconnect | \$12.00 | \$12.00 |
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Effective:

| | | South Carolina PSC Tariff No. 1 |
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| Originating Line Screening | \$12.00 | \$12.00 |
| 900/976 Blocking | \$12.00 | \$12.00 |
| Toll Blocking | \$12.00 | \$12.00 |
| Answer Supervision | \$12.00 | \$12.00 |

Issued Effective:

SECTION 5 – MAXIMUM RATES (Continued)

5.2. <u>Custom Calling Features</u>

5.2.2. Non-Recurring Charges Installation, per feature: \$30.00

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Effective:

EXHIBIT 5

Anderson Telephone, Inc.
Illustrative South Carolina Long Distance
Interexchange Tariff

TITLE SHEET

SOUTH CAROLINA LONG DISTANCE INTEREXCHANGE TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Telecommunications Services by Anderson Telephone, Inc. with principal offices at 3300 Main Street, Ste. D-191, Anderson, SC 29621-4128. This tariff applies to long distance interexchange services furnished within the state of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business. Anderson Telephone, Inc. can be reached at (855) 864-7060.

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers None

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Effective:

By:

Mark Bown, Executive Vice President Anderson Telephone, Inc. 3300 Main Street, Ste. D-191 Anderson, SC 29621-4128

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

| Sheet | Revision | Sheet | Revision |
|-------|------------|-------|----------|
| 1 | Original * | | |
| 2 | Original * | | |
| 3 | Original * | | |
| 4 | Original * | | |
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^{*} Denotes sheets in this filing

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a)I.(i)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e.; the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from another Tariff Location
- (N) New
- (R) Change resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation, but no change in Rate or Charge

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

The Company - Used throughout this tariff to mean Anderson Telephone, Inc.

<u>Access Line</u> - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Account Code - A numerical code, one or more of which are assigned to a customer to enable the Company to identify use of service on his account and to bill the customer accordingly for such service. Multiple account codes may be assigned to a customer to identify individual users or groups of users on his account.

Advance Payment - Part or all of a payment required before the start of service.

<u>Alternate Billing</u> - Payment arrangements for calls completed over the Company's network which are other than those billed directly by the Company to the originating line.

<u>Authorized User</u> - A person, firm, corporation, or other entity authorized by the customer to receive or send communications over the Company's network.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

<u>Common Carrier</u> - A company or entity providing telecommunications services to the public.

<u>Customer</u> - The person, firm, corporation, or other entity that orders and/or utilizes telecommunications services from the Company. The Subscriber is the Customer in cases of presubscribed direct-billed service and exchange access service, whereas the End User is the Customer when alternative billing methods are chosen.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1. <u>Definitions</u> (Continued)

<u>Customer Provided Equipment</u> - Terminal equipment, as defined herein, provided by a customer.

<u>Direct Billing</u> - Payment arrangements for calls completed over the Company's network which are billed on a regular basis to the billing telephone number associated with the originating telephone number(s).

<u>Exchange Access Service</u> - Switched or Special Access to the Company's network by any Interconnecting Carrier for the purpose of originating or terminating communications.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

<u>End User</u> - The calling or called party using the services of the Company and therefore responsible for the associated charges.

<u>Facility</u> - Trunks, lines or other transmission media by which a common carrier originates and/or terminates interexchange messages to and/or from the exchange access network of the Company.

<u>Holidays</u> - the Company's recognized holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.

<u>Message Toll Service Charge</u> - An incremental or measured charge assessed to the Customer on a call where such increment reflects a measure of the call's duration, such as one minute, six seconds, three minutes etc.

ORS - The South Carolina Office of Regulatory Staff.

PIU - Percent Interstate Usage

<u>Premises</u> - The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1. <u>Definitions</u> (Continued)

<u>Service Agreement</u> - A standard order form that includes all pertinent billing, technical, and other descriptive information pertaining to the Customer that will enable the Company to provide the communication service as required.

<u>Special Access Service</u> - Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

<u>Subscriber</u> - The person or legal entity that enters into direct billing arrangements for the Company's telecommunications services.

<u>Switched Access Service</u> - Access to the switched network of the Company for the purpose of originating or terminating communications.

<u>Telecommunications</u> - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, or other similar communications.

<u>Time of Day</u> - Day, as referred to in this tariff, shall mean 8:00 A.M. until 4:59 P.M., Monday through Friday; Evening shall refer to 5:00 P.M. until 10:59 P.M., Sunday through Friday, and all day on the Company recognized Holidays; Night/Weekend shall refer to 11:00 P.M. until 7:59 A.M., Sunday through Friday, all day Saturday, and from 12:00 A.M. until 4:59 P.M. Sunday, unless otherwise stated herein.

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SECTION 2 - RULES AND REGULATIONS

2.1. <u>Undertaking of the Company</u>

This tariff contains the regulations and rates applicable to long distance or interexchange telecommunications services provided by Company for telecommunications between points within the State of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company.

Additionally, Company shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete interexchange telecommunications traffic within the State of South Carolina.

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2.2 Use of Services

- 2.2.1. Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2. The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3. The use of Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5. The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6. The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7. Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8. The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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2.3. <u>Liability of the Company</u>

- 2.3.1. The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3. No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4. The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5. The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6. The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7. The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose.

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2.4. Responsibilities of the Customer

- 2.4.1. The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3. The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5. <u>Cancellation or Interruption of Services</u>

- 2.5.1. Without incurring liability, upon five (5) working days written notice to the Customer, where a 'working day' is defined as any day on which the company's business office is open and U. S. Mail is delivered, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A. For non-payment of any regulated sum due the Company for more than twenty-two (22) days after issuance of the bill for the amount due,
 - 2.5.1.B. For violation of any of the provisions of this tariff,
 - 2.5.1.C. For violation of any law, rule, regulations, policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D. By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and the Company's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3. The Customer may terminate service upon five (5) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

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2.6. Credit Allowance

The Customer will receive credit for service interruption beginning when the customer reports the interruption to the Company's Customer Service Department and end when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.

2.7. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8. Deposit

The Company does not require deposits.

2.9. Payment and Billing

- 2.9.1. Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.
- 2.9.2. The Customer is responsible for payment of all charges furnished to the customer. Recurring charges are billed in advance. Usage and other non-recurring charges are billed in arrears. The initial billing may, at the Company's option, also include one month's estimated usage during a month billed in advance.
- 2.9.3. All bills are presumed accurate and shall be binding on the customer unless objection is received by the Company either orally or in writing.

2.10. Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

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2.11. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

3300 Main Street, Ste. D-191 Anderson, SC 29621-4128 Telephone: 855-864-7060

Any objection to billed charges should be reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to Company error, the Company shall pay any interest on the amount over-billed.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

South Carolina Office of Regulatory Staff Consumer Services Division 1401 Main Street, Suite 900 Columbia, SC 29201 1-800-922-1531

2.12. Taxes

All federal, state and local taxes, assessments, surcharges and fees, including sales taxes, use taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein.

2.13. Late Charge

A maximum of one and one half percent (1 ½%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. Computation of Charges

The total monthly charge for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

3.2. <u>Timing of Calls</u>

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. A call is terminated when the switch determines the calling party hangs up.

3.3. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are published in the Local Exchange Routing Guide by Telcordia.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.4. General Description of the Company's Long Distance Communications Services

3.4.1. Long Distance or Message Toll Service (MTS)

MTS service is a measured use, full time inbound or outbound service and is offered on a monthly basis utilizing communications facilities shared among multiple users. The individual customer's monthly charges for the use of such communications facilities are based upon the specific product selected and may be dependent upon time of day, the point of origin, the total minutes the customer utilizes such facilities and the distance of each call. The minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute with the fraction, if any, of the last minute of each call rounded up to the next highest full minute, unless stated otherwise.

3.4.2. Special Promotional Offerings

From time to time the Company may provide certain special promotional offerings to its customers. These offerings may be limited to certain dates, times and locations. The Company will notify the PSC and ORS of the promotional offerings via transmittal letter.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.4. <u>General Description of the Company's Local and Long Distance Communications Services (continued)</u>

3.4.4. Discount Plans

The Company's services may be offered in conjunction with certain volume discount plans, which are based upon the Customer's total billed usage of the Company's network, or provided in exchange for certain network term commitments, or other stipulated conditions which may be described herein. Volume discount stages are determined by total dollar usage billed to an end user receiving such discount, including interstate and international usage. Recurring monthly charges, set up fees, installation costs or other such costs not directly applicable to the actual transmission of interexchange communications are not included in the volume discount, unless otherwise specified herein. Network term commitments refer to discounted usage charges that may be offered in consideration of certain contractual obligations regarding the Customer's service period. These discounts are non-transferable and do not necessarily apply to additional services as may be requested by the Customer beyond the terms of the discounted commitment. Discounts as described in this tariff apply only to those services described in this tariff.

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SECTION 4 – CURRENT RATES

- 4. <u>Long Distance</u>
- 4.1 Calls billed in full minute increments. First minute of use rounded up to full minute.

Rate per minute:

\$0.08

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Applicant, do hereby certify that I have served all parties in this matter with a copy of the pleading(s) below specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings:

Application of Anderson Telephone, Inc. for CLEC and IXC

Authorization in South Carolina

Parties Served:

Jocelyn Boyd, Chief Clerk SC Public Service Commission Post Office Drawer 11649 Columbia, SC 29211

South Carolina Office of Regulatory Staff

Legal Department

1401 Main Street, Suite 900 Columbia, South Carolina 29201

Kelli Martin

Administrative Assistant

June 28, 2013